



April 14, 2020

Board of Public Works & Safety  
City of Lafayette  
20 North 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board Members:

You have before you a Contract Amendment 1 with Wessler Engineering regarding 40 & 8 Lift Station and Force Main Replacement Project. This amendment incorporates right-of-way services that were not included in original contract.

Wessler Engineering will perform this work for a not-to-exceed increase of \$29,890, bringing the total contract amount to \$107,790. The contract was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley  
Superintendent  
Lafayette Renew





*More than a Project™*

**AMENDMENT NO. 1**  
**TO AGREEMENT**  
**BETWEEN**  
**BOARD OF PUBLIC WORKS AND SAFETY**  
**CITY OF LAFAYETTE, INDIANA**  
**AND**  
**WESSLER ENGINEERING, INC.**  
**FOR**  
**40 & 8 LIFT STATION AND FORCE MAIN REPLACEMENT**

THIS AMENDMENT NO. 1 to existing AGREEMENT, entered into by and between Board of Public Works and Safety, 20 N. 6<sup>th</sup> Street, Lafayette, IN 47901 (hereinafter named OWNER) and Wessler Engineering, Inc., 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER) dated October 8, 2019:

OWNER and ENGINEER hereto mutually covenant and agree as follows:

**ARTICLE I**  
**BASIC ENGINEERING SERVICES**  
**SHALL BE AMENDED AS FOLLOWS:**

Add the following:

**F. Right-of-Way Services**

1. ENGINEER shall add RWS South, Inc. as SUBCONSULTANT for services requested by OWNER and as described in the attached Fee Proposal for Right-of-Way Services.

**G. Right-of-Way Engineering Services**

1. ENGINEER shall provide services including limited field survey, preparation of easement and land acquisition plans, as well as writing legal descriptions for a total of three (3) project parcels as follows:
  - Bauer Family Resources, Inc.
  - Stevens, Robert & Irma Jean
  - Runyan, James & Connie

**ARTICLE III  
COMPENSATION  
SHALL BE AMENDED AS FOLLOWS:**

Increase compensation by \$29,890.00 for Right-of-Way Services and Right-of-Way Engineering Services as follows:

Right-of-Way Services (RWS South, Inc.)	\$16,530.00
Right-of-Way Engineering Services	\$13,360.00
Previous Estimated Total Compensation	<u>\$77,900.00</u>
Amended Estimated Total Compensation	\$107,790.00

**ARTICLE IV  
SCHEDULE  
SHALL BE AMENDED AS FOLLOWS:**

Replace existing schedule with the following (additional 30 days to cover delays due to permit requirements and results of geotechnical report):

**A. Design, Permitting, Right-of-Way, and Right-of-Way Engineering Services**

The 30% Design Review submittal and meeting shall occur within 120 calendar days of authorization to proceed, and 90% Design Review Drawings and Specifications and other deliverables to Owner within 150 calendar days of authorization to proceed. The Final Design Documents shall be completed and submitted to Owner within 15 days after receipt of Owner's 90% submittal review comments. Permit applications shall be submitted within 30 days following receipt of Owner's 90% submittal review comments.

All other terms and conditions contained in the Agreement shall remain unchanged and continue in full force and effect.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same Agreement. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to existing Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ENGINEER  
WESSLER ENGINEERING**



\_\_\_\_\_  
Brent A. Siebenthal, P.E.  
President

Attest:



\_\_\_\_\_  
Joseph K. Bartos, P.E.  
Project Manager

**OWNER  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF LAFAYETTE, INDIANA**

\_\_\_\_\_  
Gary Henriott, President

\_\_\_\_\_  
Norm Childress, Member

\_\_\_\_\_  
Amy Moulton, Member

\_\_\_\_\_  
Cindy Murray, Member

\_\_\_\_\_  
Ronald Shriner, Member

ATTEST:

\_\_\_\_\_  
Mindy Miller, Deputy Clerk

Date: \_\_\_\_\_

**ADDRESS FOR GIVING NOTICE:**

Wessler Engineering, Inc.  
6219 South East Street  
Indianapolis, IN 46227

**ADDRESS FOR GIVING NOTICE:**

Lafayette Renew Facility  
1700 Wabash Avenue  
Lafayette, IN 47901

JKB/P#03230/Y:\02 PROPOSALS\Lafayette P\P03230 Lafayette 40&8 LS and Force Main Replacement\220619 AMENDMENT NO.1.docx

Attachments: No. 1 – E-Verify Affidavit  
No. 2 – Indiana Iran Investment Certification  
No. 3 - 2020 Hourly Rate and Reimbursable Expense Schedule  
No. 4 – RWS Fee Proposal



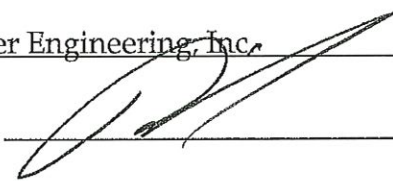
ATTACHMENT NO. 1

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name) Brent A. Siebenthal

(Title): President

Important – Notary Signature and Seal Required in the Space Below


STATE OF INDIANA

SS:

COUNTY OF MARION



Subscribed and sworn to before me this 02nd day of January, 2020.

(Signed) 

Gale E. Rebennack

My commission expires November 15, 2023

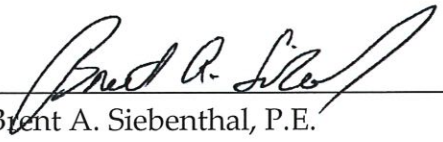
Residing in Morgan County, State of Indiana

## **ATTACHMENT NO. 2**

### **INDIANA IRAN INVESTMENT CERTIFICATION**

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By:   
Brent A. Siebenthal, P.E.  
President

### ATTACHMENT NO. 3

#### 2020 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$230
Senior Project Manager I/II	\$190/\$215
Senior Project Engineer I/II	\$190/\$215
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$130
Project Engineer I/II/III/IV	\$120/\$130/\$155/\$165
Engineer	\$105
Electrical Senior Project Manager I/II	\$195/\$220
Electrical Senior Project Engineer I/II	\$195/\$220
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Control System Engineer I/II/III/IV	\$110/\$130/\$150/\$170
Environmental Services Senior Project Manager I	\$150
Environmental Services Project Manager I/II	\$130/\$140
Environmental Services Assistant Project Manager	\$105
Environmental Scientist I/II	\$80/\$95
CAD Manager I/II	\$120/\$150
Senior Designer I/II	\$115/\$130
Designer	\$105
GIS Technician	\$90
Technician I/II/III/IV	\$65/\$80/\$90/\$100
Senior Resident Project Representative I/II	\$110/\$120
Resident Project Representative I/II/III/IV	\$65/\$80/\$90/\$100
Field Services Manager I/II	\$120/\$130
Registered/Professional Land Surveyor	\$160
Survey Manager	\$130
Survey Crew Manager I/II	\$90/\$100
Survey Crew Chief I/II	\$85/\$95
Project Coordinator	\$90
Project Administrator	\$60

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.12
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.20/\$0.40
Plots-Bond: (each)	12"x18" / 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/Pole Camera		\$15.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost
*Expert Witness Services (Court Hearings or Testimony, Depositions, Arbitration or Mediation Hearings) shall be charged at 150% of the Hourly Rate listed in this Schedule.		

This Schedule is subject to change.

January 1, 2020





127 East Michigan Street, Suite 300, Indianapolis, Indiana 46204  
Phone 317.781.9723 • Fax 317.781.9727 • [www.rwssouth.com](http://www.rwssouth.com)

January 27, 2020

Joe Bartos, P.E.  
Project Manager  
Wessler Engineering, Inc.  
6219 South East Street  
Indianapolis, Indiana 46227

RE: Fee Proposal for Right-of-Way Services  
Agency: City of Lafayette  
Project: New 40 & 8 Lift Station  
Project #: 1400010-03-11  
County: Tippecanoe  
Funding: Local Funds

Dear Mr. Bartos:

Pursuant to your request, we are respectfully submitting this proposal to provide right-of-way services for Wessler Engineering, Inc., and the City of Lafayette. During the preparation of this proposal, we reviewed the information provided and considered the scope of work necessary to perform the title research, appraisal, negotiation (buying) services, document recording, and right-of-way services management, for the three (3) project parcels. This proposal does not include fees for transfer document preparation or check processing. The proposed fees for the requested services are presented on an itemized basis on Page 2 of this document.

As part of this proposal, work will begin no later than seven (7) days following notice to proceed and we anticipate that all work will require approximately 120 to 150 days to complete. All work will be performed in accordance with all applicable State regulations by experienced right-of-way professionals who are prequalified for their respective work types by the Indiana Department of Transportation.

We thank you for the opportunity to submit this proposal and are looking forward to working with you on this project. If you have any questions, please don't hesitate to contact myself or Gina Hansen at your convenience.

Sincerely,

RWS South, Inc.

Jeffrey S. Anderson, MAI

Mr. Bartos  
 New 40 & 8 Lift Station  
 January 27, 2020

Page 2

ITEMIZED PROPOSAL NEW 40 & 8 LIFT STATION LAFAYETTE, INDIANA										
Parcel	Owner	Title Research	Report Type	Appraisal	Second Appraisal <sup>1</sup>	Transfer Documents	Buying	Recording <sup>2</sup>	Management	Total
1	Bauer Family Resources, Inc.	\$500.00	Restricted	\$1,830.00	\$0.00	\$0.00	\$1,930.00	\$150.00	\$600.00	\$5,010.00
2	Stevens, Robert & Irma Jean	\$500.00	Restricted	\$1,830.00	\$0.00	\$0.00	\$1,930.00	\$150.00	\$600.00	\$5,010.00
3	Runyan, James & Connie	\$500.00	Restricted	\$1,830.00	\$0.00	\$0.00	\$1,930.00	\$150.00	\$600.00	\$5,010.00
SUBTOTAL		\$1,500.00		\$5,490.00	\$0.00	\$0.00	\$5,790.00	\$450.00	\$1,800.00	\$15,030.00
10% CONTINGENCY FEE (RND)										\$1,500.00
TOTAL										\$16,530.00

<sup>1</sup> Total compensation is not expected to exceed \$25,000, and thus require a second appraisal, for any parcel.

<sup>2</sup> Optional services.

General Assumptions

- Any affected existing utility infrastructure will be relocated as needed by others.
- No private septic system or water well will be affected by the project.
- The function of any existing drainage pipes will be perpetuated as part of the project.
- Variances will not be required for any property characteristic made non-conforming by the project.
- Any affected drive surface or lawn within any easements will be functionally replaced as part of the project.
- Partial mortgage releases will not be required if total compensation is less than \$25,000.

General Conditions

- According to IC 36-1-10.5 (Purchase of Land or Structures), a second appraisal is required if total compensation exceeds \$25,000.
- Contingency fee for reimbursement of cost-to-cure contractor fees, partial mortgage release fees, etc.

Parcel-Specific Assumptions

None